



BID NO.: 6939-4/09-OTR

**OPENING: 2:00 P.M.
WEDNESDAY
DECEMBER 15, 2004**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

**CANOPY (VINYL) INSPECTION, REPAIR AND INSTALLATION
(PRE-QUALIFICATION OF VENDORS) FOR VARIOUS MIAMI DADE COUNTY
DEPARTMENTS FOR A PERIOD OF ONE (1) YEAR WITH OPTION TO RENEW FOR
FOUR (4) ADDITIONAL YEARS ON A YEAR BY YEAR BASIS**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	See Section 2.0, Paragraph 2.14
EQUIPMENT LIST:	N/A
INDEMNIFICATION/INSURANCE:	See Section 2.0, Paragraph 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
RACE-CONSCIOUSNESS MEASURE:	N/A
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	See Section 2.0, Paragraph 2.29
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	See Section 2, Paragraph 2.21
WRITTEN WARRANTY:	N/A

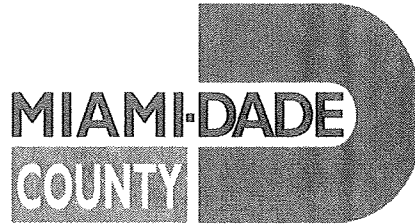
FOR INFORMATION CONTACT:

Carlos Scull at 305-375-1075, or at scul@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO SIGN PAGE 15 OF SECTION 4, BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 6939-4/09-OTR

Title:

CANOPY (VINYL) INSPECTION, REPAIR AND INSTALLATION
(PRE-QUALIFICATION OF VENDORS) FOR VARIOUS MIAMI DADE COUNTY DEPARTMENTS
FOR A PERIOD OF ONE (1) YEAR WITH OPTION TO RENEW FOR
FOUR (4) ADDITIONAL YEARS ON A YEAR BY YEAR BASIS

Sr. Procurement Contracting Agent: Carlos R. Scull

Phone: 305-375-1075, Fax: 305-375-4407, e-Mail: scul@miamidadegov

Bids will be accepted until 2:00 p.m. on December 15, 2004

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002**, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19th Floor, Miami, FL 33123-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the

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- Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
 3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
 - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
 - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
 - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or

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technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered

by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. The provisions of Section 2-8.5 also apply to Broward County businesses due to the InterLocal Agreement between Miami-Dade and Broward Counties. A local business shall be defined as:

- a business that has a valid occupational license, issued by Miami-Dade County or Broward County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased; and
- a business that has physical business address located within the limits of Miami-Dade County or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

When the bid from a Miami-Dade or Broward local business is within 10% of the lowest price submitted by a non-local business, the local business, and the non-local business that submitted the lowest initial bid, shall have the opportunity to submit a best and final bid equal to or lower than their initially submitted pricing.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:

When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D. For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

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Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the

County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

SECTION 2
SPECIAL CONDITIONS

CANOPY (VINYL) INSPECTION, REPAIR AND INSTALLATION

2.1 **PURPOSE: TO PRE-QUALIFY BIDDERS**

The purpose of this Invitation to Bid is to pre-qualify firms to inspect, repair and install Vinyl Canopies. Pre-qualified firms may be invited (through work orders) to offer quotes on an as needed, where needed basis.

2.2 Intentionally Omitted

2.3 Intentionally Omitted

2.4 **TERMS OF CONTRACT: ONE (1) YEAR BASED ON AVAILABILITY OF COUNTY FUNDING**

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for one (1) year; provided that the services rendered by the Bidder during the contract period are satisfactory and that County funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period. The price offered by the Bidder in its Bid Proposal shall be based on service for the first year.

2.5 **OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS**

Dade County shall have the option to renew this contract for an additional four (4) years on a year-to-year basis. Continuation of the contract beyond the initial period is a County prerogative, and not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision shall affect the vendor's eligibility for future contracts.

NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER A GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.

SECTION 2
SPECIAL CONDITIONS

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications established below:

- The successful bidder must have a fax machine available to receive invitations to quote from County departments and to provide information to the County at any time during the hours of 8:00AM to 5:00 PM, from Monday to Friday.
- The successful bidder must provide the name of a contact person who will be available to receive requests for quotes and to provide a fixed price for a specific period or a specific purchase.*
- Documented evidence (of references) must be provided as follows: (1) the customer or company name, (2) project name, (3) total dollar value of contract, (4) {project period, and (5) customer contact person and phone number for reference.
- The successful bidder must have a Certificate of Competency for Canvas Awning Contractor, issued by the State or County Examining Board, and occupational licenses and permits applicable to the State of Florida and Miami-Dade County for Canvas Awning Contractor.

Pre-qualified vendors will be eligible to offer in subsequent spot market quotes as required by the County, an as-needed, where needed basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

Spot market pricing procedures may be initiated by either the using County department or by DPM. In general, written spot market quotes will be gathered from at least four (4) vendors, when ever possible, on a rotational basis, including the lowest responsive-responsible vendor from the previous quotes. The User Department is responsible for such rotation. In emergency situations, geographic rotation or delivery terms may prevail.

SECTION 2
SPECIAL CONDITIONS

2.7 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS

If the Bidder is awarded a contract under this bid solicitation, the prices offered by the Bidder shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications".

2.8 Intentionally Omitted

2.9 Intentionally Omitted

2.10 Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE (11) – CONTRACTOR / MAINTENANCE / REPAIR (MDAD)

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.

SECTION 2
SPECIAL CONDITIONS

***Under no circumstances are these contractors permitted on the A.O.A. side without increasing public liability and automobile coverage to \$5,000,000.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF
 SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
 111 NW 1ST STREET
 SUITE 2340
 MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor may be in default of the contractual terms and conditions and may not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the solicitation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of the solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County may

SECTION 2
SPECIAL CONDITIONS

suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.24 of the solicitation.

Department of Procurement Management
Purchasing Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989

2.12 Intentionally Omitted

2.13 Intentionally Omitted

2.14 **CERTIFICATE OF COMPETENCY**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency for Canvas Awning Contractor, issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

2.15 **METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number

SECTION 2
SPECIAL CONDITIONS

- Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property
- 2.16 Intentionally Omitted
- 2.17 Intentionally Omitted
- 2.18 Intentionally Omitted
- 2.19 **GUARANTEE AGAINST DEFECTS SHALL BE THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS**

The vendor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment for a period of three hundred sixty-five (365) calendar days after date of acceptance of the labor, material and/or equipment by the County. The vendor shall promptly correct any and all deficiencies, without cost to the County, within three (3) calendar days after the County notifies the vendor of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

SECTION 2
SPECIAL CONDITIONS

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact Carlos Scull, at (305) 375-1075; Fax: (305) 375-4407; email: scul@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

SECTION 2
SPECIAL CONDITIONS

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.23 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.24 SPECIAL SECURITY REQUIREMENTS AT THE SEAPORT DEPARTMENT

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards, after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami more than five (5) times within a ninety (90) day period. These ID cards are required and issued by the Seaport Department at a cost of \$60.00 per applicant per year. Therefore, the successful bidder shall obtain and pay for Seaport ID cards for each of his/her employees and/or agents who will visit or perform services at the Port of Miami restricted areas. For more information concerning ID cards, the successful bidder may contact the Port of Miami ID Office at (305) 347-4955.

2.25 CLEAN-UP

All unused materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

SECTION 2
SPECIAL CONDITIONS

2.26 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.27 ESCORT AT AIRCRAFT OPERATING AREA

When performing work at the County's Aviation Department, the vendor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be escorted to and from each area of work that traverses the aircraft operating area. The Department shall monitor the placement of the vendor's equipment at each location. Upon completion of the work, the vendor shall call the Maintenance Office, 876-7311, to arrange for inspection and escort out of the aircraft operating area. Any violations of this section by the vendor may result in immediate cancellation of this Contract.

2.28 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.29 MDHA SECTION 3 – CONTRACTING REQUIREMENTS (See Appendix B)

This contract is a Section 3-covered activity (Miami-Dade Housing Agency ONLY). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons, and to businesses that provide economic opportunities to those persons.

Additionally, all bidders (Section 3 and Non-Section 3) are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing

SECTION 2
SPECIAL CONDITIONS

Plan (Plan)". Failure to submit bidder's plan, except as described in Appendix "B", Section C, may render the bid as non-responsive. Provided the bidder may be allowed to submit this document during the evaluation period, if deemed to be in the best interest of the County. Questions regarding Section 3 contract requirements may be faxed to Margaret Hall or Kimberly Green, Office of Compliance, Miami-Dade Housing Agency at (305) 643-1773.

2.30 **PURCHASE OF OTHER ITEMS NOT LISTED ON THIS BID SOLICITATION
BASED ON PRICE QUOTES**

While the County has listed all major items on the bid solicitation which are utilized by County departments in conjunction with its operations, there may be ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

2.31 **WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE

This solicitation is to establish a contract that will pre-qualify firms to inspect, repair and install Vinyl Canopies, for multiple Miami-Dade County departments, including services to be rendered to Aviation department at the A.O.A. side of Miami International Airport (MIA).

3.2 GENERAL

- a) The inspection, removal, repair and the reinstallation of existing vinyl material on existing frame work may require minor patching or reinforcement with new vinyl material. It may also include seaming.
- b) The repair of existing frame work for canopies and awnings may include replacement of materials such as pipe connectors, plates, anchors and bolts. The repair may also consist of shaping, welding, connecting and any other activity required for satisfactory completion of the specific project.
- c) The furnishing and installation of new frame work, including the sizing of pipes and pipe fittings, plus shaping and fabricating from rough sketches.

3.3 CANOPY FABRIC

The canopy fabric shall be a 16 ounce vinyl-coated Dacron or as specified on the work order. All seams shall be heat sealed or sewn and sprayed with a water proofing agent.

3.4 ROPE

Rope shall be braided cotton lacing line, unless otherwise specified.

3.5 EDGING

Edging shall be double reinforced for single lacing lug with No. 2 zinc grommets, with a maximum of 12" on center, unless otherwise specified.

3.6 PIPE AND ACCESSORIES

Pipes and accessories shall be hot dipped galvanized steel, unless otherwise specified.



OPENING: 2:00 P.M.
WEDNESDAY
December 15, 2004

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM
CS Bids & Contracts Division

Date Issued: 10/03/04

This Bid Submittal Consists of
Pages 12 through 15

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

CANOPY (VINYL) INSPECTION, REPAIR AND INSTALLATION
(PRE-QUALIFICATION OF VENDORS) FOR VARIOUS MIAMI DADE COUNTY
DEPARTMENTS FOR A PERIOD OF ONE (1) YEAR WITH OPTION TO RENEW
FOR FOUR (4) ADDITIONAL YEARS ON A YEAR BY YEAR BASIS

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 870-22	
Sr. Procurement Contracting Agent: Carlos R. Scull	

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY
FAILURE TO SIGN PAGE 15 OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE

SECTION 4
BID SUBMITTAL FOR:

CANOPY (VINYL) INSPECTION, REPAIR AND INSTALLATION

FIRM NAME: _____

ITEM**DESCRIPTION**

- 1) **Fax Number:** _____
- 2) **Contact Person:** _____
- 3) **My company holds a valid certification for Canvas Awning Contractor.** YES ____ NO ____
Note: Copy of the certification should be submitted with this proposal.
- 4) **Three (3) work references of Canopy Inspection, Repair & Installation.** YES ____ NO ____

Reference 1:

Company Name (Customer): _____

Project Name: _____

Total Dollar Value of Contract: \$ _____ Project Period: _____

Project Contact Person: _____ Phone No.: _____

Reference 2:

Company Name (Customer): _____

Project Name: _____

Total Dollar Value of Contract: \$ _____ Project Period: _____

Project Contact Person: _____ Phone No.: _____

Reference 3:

Company Name (Customer): _____

Project Name: _____

Total Dollar Value of Contract: \$ _____ Project Period: _____

Project Contact Person: _____ Phone No.: _____

**SECTION 4
BID SUBMITTAL FOR:**

CANOPY (VINYL) INSPECTION, REPAIR AND INSTALLATION

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: CANOPY (VINYL) INSPECTION, REPAIR AND INSTALLATION

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____
and

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____ / ____ - ____ / ____ / ____ / ____ / ____

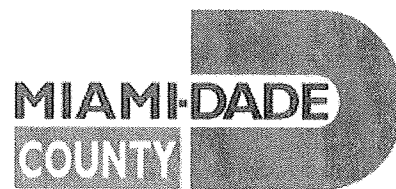
Prompt Payment Terms: ____% ____ days net ____ days

(Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____
(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS**▪ DISABILITY NONDISCRIMINATION AFFIDAVIT
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,
FEES AND PARKING TICKETS AFFIDAVIT
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING
TO AFFIDAVITS ON PAGES 1 AND 2**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification _____

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.44 per hour plus health benefits as described in the ordinance, or \$10.81 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-349-5960 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-349-5960 in order to submit the required affidavit and exemption request.

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960.

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____

Print Name
(Duplicate if additional space is needed)

Print Title

FORM 100

Date

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	

SECTION 3
OF THE HUD ACT OF 1968

APPLICABLE TO
MIAMI-DADE HOUSING AGENCY
ONLY

APPENDIX B
SECTION 3 OF THE HUD ACT OF 1968
(APPLICABLE TO MIAMI-DADE HOUSING AGENCY ONLY)

I. GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Bidders interested in receiving copy of this regulation may fax their request to Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative action plan requirements, which require the contractor to take all necessary affirmative action steps to ensure small, minority and women-owned business enterprises are used *only*, if subcontracting is applicable to this contract.

II. SECTION 3 DEFINITIONS

1. The term “**Section 3 business**” is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC’s low income household limits (see “Miami-Dade 2002 Income Limits”, page 2), **or** whose firms include 30% of these persons as full-time employees.

3. The term “new hires” is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

4. The term “Section 3 Resident” is defined as follows:

A **Section 3 Resident** is an individual who lives in Miami-Dade County and (a) is a resident of public housing; **or** (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); **or** is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); **or** (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

5. The current Miami-Dade Income Limits are as follows:

MIAMI-DADE 2004 INCOME LIMITS

	1	2	3	4	5	6	7	8
	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON
Very Low Income (50%)	18,450.00	21,110.00	23,700.00	26,350.00	28,450.00	30,550.00	32,650.00	34,800.00
Low-Income (80%)	29,500.00	33,750.00	37,950.00	42,150.00	45,550.00	48,900.00	52,300.00	55,650.00

APPENDIX B
SECTION 3 OF THE HUD ACT OF 1968
(APPLICABLE TO MIAMI-DADE HOUSING AGENCY ONLY)

III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of MDHA requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a MDHA pre-certified Section 3 business meets the "X" factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, "Section 3 Business Priority Rankings", no. 6., page 2, if that bid:

is within the maximum total contract price established in MDHA's budget, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 and ½ % of that bid, with no dollar limit

3. For information on how to become a MDHA-certified Section 3 business, *fax*, MDHA Office of Compliance, at (305) 643-1773.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by MDHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit *Document 00200-B, "Section 3 Business Preference Claim"* (Attachment 2) with bid quote.
5. Section 3 businesses are required to comply with procedures listed under Section IV, "Section 3 Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)", page 3, and Section VI "Section 3 Required Contractor and Subcontractor Post-Award Procedures", pages 3 and 4.
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
 - PR#1:** 51% or more owned by MDHA public housing residents, or whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
 - PR#2:** Business owners who are or were participants (within last three years) in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc., at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 Businesses**);
 - PR#3:** 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);

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PR#4: a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very-low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II, no. 4", for current Miami-Dade low and very-low income limits); or

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

IV. SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH MDHA BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)

This contract is a Section 3 covered activity (Miami-Dade Housing Agency (MDHA) only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Attachment 1). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with MDHA project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDHA awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards. b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200-B, "Section 3 Business Preference Claim"* (Attachment 2), with the bid (see Section II., Section 3 Bid Preference Terms and Requirements, page 2). Only bidders who have been pre-certified by MDHA as a Section 3 business shall be eligible to claim a Section 3 business preference.

VI. SECTION 3 POST-AWARD PROCEDURES (MDHA PROJECTS ONLY)

1. The contractor must submit required MDHA post-award forms (presented at a MDHA post-award meeting), during the performance of the contract in the frequency and format requested by MDHA.
2. Contractor will be required to submit documentation to MDHA of efforts and results made to train and employ Section 3 residents (resulting from MDHA awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by MDHA.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this MDHA project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section VII, "Section 3 Resident Priority Order for Training and Employment Opportunities", no.8, below.

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4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using MDHA forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from MDHA awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400, Attachment 1).

VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. MDHA public housing residents (**Category 1 residents**);
2. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 residents**);
3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (**Category 3 residents**); or
4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (**Category 4 residents**).

VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact Freyda Hyman, Center Director of Business Service Center, South Florida Workforce, at (786) 265-9163, ext. 241 or Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

IX. SECTION 3 CLAUSE

The *Section 3 Clause* (page 5), also found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions and the *Clause* and must be included in all subcontractor agreements.

SECTION 3 CLAUSE

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the

APPENDIX B
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(APPLICABLE TO MIAMI-DADE HOUSING AGENCY ONLY)

greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 3
OF THE HUD ACT OF 1968

APPLICABLE TO
MIAMI-DADE HOUSING AGENCY
ONLY

APPENDIX B
SECTION 3 OF THE HUD ACT OF 1968
(APPLICABLE TO MIAMI-DADE HOUSING AGENCY ONLY)

I. GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Bidders interested in receiving copy of this regulation may fax their request to Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative action plan requirements, which require the contractor to take all necessary affirmative action steps to ensure small, minority and women-owned business enterprises are used *only*, if subcontracting is applicable to this contract.

II. SECTION 3 DEFINITIONS

1. The term “**Section 3 business**” is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC’s low income household limits (see “Miami-Dade 2002 Income Limits”, page 2), **or** whose firms include 30% of these persons as full-time employees.

3. The term “new hires” is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

4. The term “Section 3 Resident” is defined as follows:

A **Section 3 Resident** is an individual who lives in Miami-Dade County and (a) is a resident of public housing; **or** (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); **or** is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); **or** (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

5. The current Miami-Dade Income Limits are as follows:

MIAMI-DADE 2004 INCOME LIMITS							
	1	2	3	4	5	6	7
	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON
Very Low Income (50%)	18,450.00	21,110.00	23,700.00	26,350.00	28,450.00	30,550.00	32,650.00
Low-Income (80%)	29,500.00	33,750.00	37,950.00	42,150.00	45,550.00	48,900.00	52,300.00

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III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of MDHA requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a MDHA pre-certified Section 3 business meets the "X" factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, "Section 3 Business Priority Rankings", no. 6., page 2, if that bid:

is within the maximum total contract price established in MDHA's budget, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

Bid Amount	X = Lesser of:
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000
\$7 million or more	1 and ½ % of that bid, with no dollar limit

3. For information on how to become a MDHA-certified Section 3 business, *fax*, MDHA Office of Compliance, at (305) 643-1773.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by MDHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit **Document 00200-B, "Section 3 Business Preference Claim"** (Attachment 2) with bid quote.
5. Section 3 businesses are required to comply with procedures listed under Section IV, "Section 3 Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)", page 3, and Section VI "Section 3 Required Contractor and Subcontractor Post-Award Procedures", pages 3 and 4.
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
 - PR#1:** 51% or more owned by MDHA public housing residents, or whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
 - PR#2:** Business owners who are or were participants (within last three years) in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc., at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 Businesses**);
 - PR#3:** 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., or whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);

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PR#4: a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; or whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); or

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**)).

IV. SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH MDHA BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)

This contract is a Section 3 covered activity (Miami-Dade Housing Agency (MDHA) only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Attachment 1). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with MDHA project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDHA awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards. b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200-B, "Section 3 Business Preference Claim"* (Attachment 2), with the bid (see Section II., Section 3 Bid Preference Terms and Requirements, page 2). Only bidders who have been pre-certified by MDHA as a Section 3 business shall be eligible to claim a Section 3 business preference.

VI. SECTION 3 POST-AWARD PROCEDURES (MDHA PROJECTS ONLY)

1. The contractor must submit required MDHA post-award forms (presented at a MDHA post-award meeting), during the performance of the contract in the frequency and format requested by MDHA.
2. Contractor will be required to submit documentation to MDHA of efforts and results made to train and employ Section 3 residents (resulting from MDHA awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by MDHA.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this MDHA project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater**, within their labor force during the term of the contract, in the priority order indicated under Section VII, "Section 3 Resident Priority Order for Training and Employment Opportunities", no.8, below.

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4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using MDHA forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from MDHA awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400, Attachment 1).

VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. MDHA public housing residents (**Category 1 residents**);
2. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 residents**);
3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (**Category 3 residents**); or
4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (**Category 4 residents**).

VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact Freyda Hyman, Center Director of Business Service Center, South Florida Workforce, at (786) 265-9163, ext. 241 or Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

IX. SECTION 3 CLAUSE

The *Section 3 Clause* (page 5), also found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions and the *Clause* and must be included in all subcontractor agreements.

SECTION 3 CLAUSE

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the

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greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).